



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

September 15, 2015

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

40 September 15, 2015

  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

**DELEGATION OF AUTHORITY FOR AGREEMENTS  
BETWEEN PUBLIC WORKS, THE UNITED STATES ARMY CORPS OF ENGINEERS, AND THE  
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA REGARDING THE WATER  
CONSERVATION AND SUPPLY FEASIBILITY STUDY AND DEVIATION REQUEST TO THE  
WHITTIER NARROWS DAM WATER CONTROL PLAN  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

### **SUBJECT**

This action is to delegate authority to the Director of Public Works or her designee to enter into an amendment to an existing agreement with the United States Army Corps of Engineers to complete a Water Conservation and Supply Feasibility Study Update for Whittier Narrows Dam and enter into a Cooperative Funding Agreement with the Water Replenishment District of Southern California to fund the United States Army Corps of Engineers' Feasibility Study Update and the review and processing of a deviation request.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed actions are exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Delegate authority to the Director of Public Works or her designee to enter into an amendment, and any necessary subsequent amendments, to the County's existing agreement with the United States of America Department of the Army for the Los Angeles County Drainage Area Water Conservation and Supply Study for Santa Fe and Whittier Narrows Dams. The amendment will allow for the inclusion of the Water Replenishment District of Southern California into the agreement and

for the County of Los Angeles Department of Public Works and the Water Replenishment District of Southern California to provide funds to the United States Army Corps of Engineers to update its 1999 Feasibility Study.

3. Delegate authority to the Director of Public Works or her designee to enter into a Cooperative Funding Agreement with the Water Replenishment District of Southern California, and any necessary subsequent amendments, for the United States Army Corps of Engineers' preparation of a Feasibility Study Update and for the United States Army Corps of Engineers' review and processing of a deviation request. The Cooperative Funding Agreement will provide for the County of Los Angeles Department of Public Works to pay the United States Army Corps of Engineers up to \$1,540,000 for the Feasibility Study Update and up to \$165,000 for review and processing of the deviation request and for the Water Replenishment District of Southern California to reimburse the County of Los Angeles Department of Public Works for 100 percent of the cost of the Feasibility Study Update and 50 percent of the cost of the deviation request, resulting in a maximum cost of \$82,500 to the County of Los Angeles Department of Public Works.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to delegate authority to the Director of Public Works or her designee to amend the 1994 agreement between the United States of America and the County of Los Angeles Department of Public Works, California, for the Los Angeles County Drainage Area Water Conservation and Supply Study, California Santa Fe and Whittier Narrows Dams to enable funding to the United States Army Corps of Engineers (ACOE) to perform a Feasibility Study Update to assess a permanent increase in the water conservation pool at Whittier Narrows Dam and to enter into a Cooperative Funding Agreement that will enable the County of Los Angeles Department of Public Works (Public Works) and the Water Replenishment District of Southern California (WRD) to provide funding to ACOE to complete the Feasibility Study Update for Whittier Narrows Dam and to prepare required documentation and funding for ACOE's review and processing of a deviation request to the Whittier Narrows Dam Water Control Plan. The amendment will be between Public Works, ACOE, and WRD, and the Cooperative Funding Agreement will be between Public Works and WRD.

Entering into the agreements will help facilitate the ACOE in completing studies necessary to assess the potential to modify the operations of Whittier Narrows Dam to increase the volume of stormwater captured for local water supply.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1). These actions will improve the Los Angeles County and Los Angeles County Flood Control District (District) by enhancing the sustainability of local water supply through improved dam operations that facilitate groundwater recharge. Additionally, these actions will provide for strong fiscal management by capitalizing on funding partnerships.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The estimated cost to complete the Feasibility Study Update associated with the amendment is \$1,400,000, and the maximum authorized cost under any subsequent amendments would be

\$1,540,000 subject to the approval of WRD's Board. The estimated cost for ACOE's review and processing of the deviation request to the Whittier Narrows Dam Water Control Plan is \$150,000, and the maximum authorized cost under any subsequent amendments would be \$165,000 subject to the approval of WRD's Board. Sufficient funds are available in the Fiscal Year 2015-16 Los Angeles County Flood Control District Fund Budget for these costs. Under the terms of the Cooperative Funding Agreement between Public Works and WRD, WRD will reimburse the District through Public Works for 100 percent of the payment(s) made to ACOE for the Feasibility Study Update and 50 percent of the payment(s) for the deviation request.

The total estimated cost to the District for ACOE's preparation of the Feasibility Study Update and review and processing of the deviation request, after reimbursement by WRD, is \$75,000. The maximum authorized cost to the District after reimbursement by WRD, including necessary additional costs approved under any subsequent amendments, would be \$82,500.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

ACOE, the District, and WRD support the conservation of stormwater for local water supply. Whittier Narrows Dam is owned and operated by ACOE. The dam provides a water conservation pool that is utilized to recharge groundwater in the Central Groundwater Basin's Montebello Forebay through the Rio Hondo Coastal Basin Spreading Grounds, which is owned and operated by the District.

In 1999, ACOE completed a Feasibility Study under the existing agreement (Enclosure A). The Feasibility Study recommended increasing the water conservation pool at Whittier Narrows Dam in order to provide additional water conservation benefits. The existing Feasibility Study needs to be updated to reflect current environmental conditions and evaluate new alternatives to the Whittier Narrows Dam Water Control Plan. WRD expressed an interest to ACOE and Public Works to help with the completion of the Feasibility Study Update by contributing funds for ACOE's review. Completion of the Feasibility Study Update and the WRD's participation requires amending the existing agreement. The amendment will be substantially similar to Enclosure B and will allow for the inclusion of WRD into the agreement. The amendment will also allow Public Works and WRD to fund the Feasibility Study Update as Non-Federal Sponsors. The Non-Federal Sponsors' contribution is estimated to be \$1,400,000. Under the Cooperative Funding Agreement between Public Works and WRD, this amount will be paid by Public Works with reimbursements by WRD.

Upon completion of the Feasibility Study Update, ACOE will meet with WRD and Public Works to review the study's recommendations. Public Works will return to the Board for required approvals to implement modifications of the Whittier Narrows Dam Water Control Plan.

Given the approximate 5-year time frame to complete the Feasibility Study Update, Public Works and WRD have discussed with ACOE the potential for an interim, temporary deviation to the Whittier Narrows Dam Water Control Plan to allow an increase in the water conservation pool to accommodate an additional 1,000 acre-feet of stormwater per storm event to be captured at the dam and then released for groundwater recharge. ACOE requires a formal deviation request and funding for its review and processing. ACOE's estimated cost to review and process the deviation request is \$150,000. Under the terms of the Cooperative Funding Agreement, WRD will prepare a formal deviation request and any documentation required to comply with the California Environmental Quality Act (CEQA). Prior to transmitting the request to ACOE, Public Works will return to the Board for authority to enter into a Memorandum of Agreement with ACOE to provide funding for ACOE to review and process the deviation request and to make appropriate CEQA findings.

The Cooperative Funding Agreement, which will be substantially similar to Enclosure C, will allow

WRD to reimburse the District through Public Works for 100 percent of the funds to be provided to ACOE for completion of the Feasibility Study Update and for 50 percent of the funds to be provided to ACOE for the review and processing of the deviation request.

Delegated authority to enter into subsequent amendments is recommended to account for necessary, unforeseen circumstances to complete the Feasibility Study Update and deviation request, including extensions of time, minor changes in scope, and increases in the cost up to 10 percent of the estimated cost. The total increased payments to be made by Public Works as a result of the subsequent amendments will not exceed \$155,000 (10 percent of the total estimated costs of \$1,400,000 for the Feasibility Study Update and \$150,000 for the deviation request) and is subject to the approval of WRD's Board, with a maximum of \$7,500 of increased cost not reimbursed by WRD resulting in a total maximum cost of \$82,500 to Public Works.

The enclosed amendment and Cooperative Funding Agreement have been reviewed and approved as to form by County Counsel. Prior to execution, the final version of the documents will be reviewed and approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed actions are categorically exempt from CEQA. The agreements provide funding to the ACOE to gather data and information required to complete feasibility studies to assess possible future modification of the Whittier Narrows Dam Water Control Plan that is not approved, adopted or funded. This action meets the criteria set forth in Sections 15262 and 15306 of the State CEQA Guidelines and Class 6 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, the project is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the project records.

Upon the Board's approval of the agreements, Public Works will file a Notice of Exemption with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current services. The agreements will fund the preparation of studies and collection of data required by the ACOE to assess the increase in elevation of the water conservation pools at the Whittier Narrows Dam.

### **CONCLUSION**

Please return one adopted copy of this letter to Public Works, Water Resources Division.

The Honorable Board of Supervisors

9/15/2015

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:CS:sh

Enclosures

c: Chief Executive Office (Rochelle Goff)  
County Counsel (Carol Suzuki)  
Executive Office

AGREEMENT  
BETWEEN THE UNITED STATES OF AMERICA  
AND  
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS, CALIFORNIA  
FOR THE  
LOS ANGELES COUNTY DRAINAGE AREA  
WATER CONSERVATION AND SUPPLY STUDY, CALIFORNIA  
SANTA FE AND WHITTIER NARROWS DAMS

THIS AGREEMENT, entered into this 8<sup>th</sup> day, of November 1994, by and between the United States of America (hereinafter called the "Government"), represented by the District Engineer executing this Agreement, and the County of Los Angeles Department of Public Works (hereinafter called the "Sponsor"),

WITNESSETH, that .

WHEREAS, the authority to study the feasibility of Water Supply and Conservation Storage in the Los Angeles County Drainage Area (LACDA) at Santa Fe and Whittier Narrows Dams in Los Angeles County, California, is the Energy and Water Development Appropriations Act of 1993 (Public Law 102-377 dated October 2, 1992; and

WHEREAS, the Corps of Engineers has conducted a reconnaissance study of water conservation along the Los Angeles River at Hansen and Lopez Dams and along the San Gabriel and Rio Hondo Rivers at Whittier Narrows and Santa Fe Dams, pursuant to Public Law 102-377 dated October 2, 1992, and has determined that further study in the nature of a "Feasibility Phase Study" (hereinafter called the "Study") is required to fulfill the intent of the study authority and to complete the extent of the Federal interest in studying the feasibility of providing water conservation at Santa Fe and Whittier Narrows Dams, California, and has also determined during the reconnaissance phase that an additional "Feasibility Phase Study" is required to fulfill the intent of the study authority and to complete the extent of the Federal interest in studying the feasibility of providing water conservation at Hansen and Lopez Dams, California; and

WHEREAS, the Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in study cost sharing and financing in accordance with the terms of this agreement; and

WHEREAS, the Sponsor and the Government both understand that entering into this Agreement in no way obligates either party to implement a project and that whether a project is supported for authorization and budgeted for implementation depends on the outcome of this feasibility study and whether the proposed solution is consistent with the Principles and Guidelines and

with the budget priorities of the Administration, and that at the present time, favorable budget priority is being assigned to projects providing primarily commercial navigation and flood or storm damage reduction outputs; and

WHEREAS, the Water Resources Development Act of 1986 (P.L. 99-662) specifies the cost sharing requirements applicable to the study;

NOW THEREFORE, the parties agree as follows:

#### ARTICLE I - DEFINITIONS

For the purposes of this Agreement:

a. The term "Study Cost" shall mean all disbursements by the Government pursuant to this Agreement, whether from Federal appropriations or from funds made available to the Government by the Sponsor, and all Negotiated Costs of work performed by the Sponsor pursuant to this Agreement. Such costs shall include, but not be limited to: labor charges; direct costs; overhead expenses; supervision and administration costs; and contracts with third parties, including termination or suspension charges; and any termination or suspension costs (ordinarily defined as those costs necessary to terminate ongoing contracts or obligations and to properly safeguard the work already accomplished) associated with this Agreement.

b. The term "Study Period" shall mean the time period for conducting the Study, commencing with the issuance of initial Federal feasibility funds following execution of this Agreement, and ending when the report is submitted to the Office of Management and Budget (OMB) by the Assistant Secretary of the Army for Civil Works ASA(CW) for review of consistency with the policies and programs of the President.

c. The term "Negotiated Cost" is the fixed fee for a work item to be accomplished by the Sponsor as in-kind services as specified in the Initial Project Management Plan (IPMP) incorporated herein and which is acceptable to both parties.

#### ARTICLE II - OBLIGATIONS OF PARTIES

a. The Sponsor and the Government, using funds contributed by the Sponsor and appropriated by the Congress, shall expeditiously prosecute and complete the Study, currently estimated to be complete in 36 months from the date of this Agreement, substantially in compliance with Article III herein and in conformity with applicable Federal laws and regulations, the Economic and Environmental Principles and Guidelines for Water

and Related Land Resources Implementation Studies, and mutually acceptable standards of engineering practice.

b. The Government and the Sponsor shall each contribute, in cash and in-kind services, fifty (50) percent of all Study Costs, which total cost is currently estimated to be \$2,420,000 (October 1994 price levels), as specified in Article IV herein; provided, that the Sponsor may, consistent with applicable Federal statutes and regulations, contribute up to 25 percent of the Study Costs as in-kind services; provided further, the Government shall not obligate any cash contribution by the Sponsor toward Study Costs until such cash contribution has actually been made available to it by the Sponsor.

c. No Federal funds may be used to meet the local sponsor share of study costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified by the granting agency.

d. The award of any contract with a third party for services in furtherance of this Agreement which obligates Federal appropriations shall be exclusively within control of the Government. The award of any contract by the Sponsor with a third party for services in furtherance of this Agreement which obligates funds of the Sponsor and does not obligate Federal appropriations shall be exclusively within control of the Sponsor, but shall be subject to applicable Federal statutes and regulations.

e. The Government and the Sponsor shall each endeavor to assign the necessary resources to provide for the prompt and proper execution of the Study, and shall, within the limits of law and regulation, conduct the Study with maximum flexibility as directed by the Executive Committee established by Article V, herein.

f. The Government will not continue with the Study if it determines that there is no solution in which there is a Federal interest or which is not in accord with current policies and budget priorities unless the Sponsor wishes to continue under the terms of this Agreement and the Department of the Army grants an exception. If a study is discontinued, it shall be concluded according to Article XII and all data and information shall be made available to both parties.

g. The Sponsor may wish to conclude the Study if it determines that there is no solution in which it has an interest or which is not in accord with its current policies and budget priorities. When such a case exists the study shall be concluded according to Article XII and all data and information shall be made available to both parties.



### ARTICLE III - INITIAL PROJECT MANAGEMENT PLAN

Appendix A, the Initial Project Management Plan (IPMP), furnished with the Reconnaissance Report, is hereby incorporated into this Agreement. The parties to this Agreement shall substantially comply with the Initial Project Management Plan in prosecuting work on the Study. The following modifications, to be approved by the Executive Committee, shall require an amendment to this Agreement:

- a. any modification which increases the total study costs by more than 15 percent; (Appendix-A pp. 20 & 21)
- b. any modification in the estimated cost of a Study work item or any obligation for a Study work item, which changes the total cost of that work item by more than 15 percent; (Appendix-A, pp. 20 & 21)
- c. any extension of the completed schedule for a Study work item of more than thirty (30) days; (Appendix-A, p. 19) or
- d. any reassignment of work item between the Sponsor and the Government. (Appendix-A, p. 20)

### ARTICLE IV - METHOD OF PAYMENT

- a. The Government shall endeavor to obtain during each fiscal year the appropriation for that fiscal year at least in the amounts specified in the Initial Project Management Plan incorporated herein. Subject to the enactment of Federal appropriations and the allotment of funds to the District Engineer, the Government shall then fund the Study at least in the amounts specified in the Initial Project Management Plan herein.
- b. The Sponsor shall endeavor to obtain during each Government fiscal year the cash contribution for that Government fiscal year at least in the amounts specified in the Initial Project Management Plan incorporated herein and, once it has obtained funds for a cash contribution, shall make such funds available to the Government. The Government shall withdraw and disburse funds made available by the Sponsor subject to the provisions of this Agreement.
- c. Funds made available by the Sponsor to the Government and not disbursed by the Government within a Government fiscal year shall be carried over and applied to the cash contribution for the succeeding Government fiscal year; provided, that upon study termination any excess cash contribution shall be reimbursed to the Sponsor after a final accounting, subject to the availability of appropriations, as specified in Article XII herein.

d. Should either party fail to obtain funds sufficient to make obligations or cash contributions or to incur Study Costs in accordance with the schedule included in the Initial Project Management Plan incorporated herein, it shall at once notify the Executive Committee established under Article V herein. The Executive Committee shall determine if the Agreement should be amended, suspended, or terminated under Article XII herein.

#### ARTICLE V - MANAGEMENT AND COORDINATION

a. Overall study management shall be the responsibility of an Executive Committee consisting of the Los Angeles District Commander; the Deputy District Engineer for Project Management; the Los Angeles District Chief of Planning Division; and the Director for the Los Angeles County Department of Public Works.

b. To provide for consistent and effective communication and prosecution of the items in the Initial Project Management Plan, the Executive Committee shall appoint representatives to serve on a Study Management Team subject to the provisions of page 2, paragraph 2, Appendix A.

c. The Study Management Team will coordinate on all matters relating to the prosecution of the Study and compliance with this Agreement, including cost estimates, schedules, prosecution of work elements, financial transactions and recommendations to the Executive Committee for termination, suspension or amendment of this Agreement.

d. The Study Management Team will prepare periodic reports on the progress of all work items for the Executive Committee.

#### ARTICLE VI - DISPUTES

a. The Study Management Team shall endeavor in good faith to negotiate the resolution of conflicts. Any dispute arising under this Agreement which is not disposed of by mutual consent shall be referred to the Executive Committee. The Executive Committee shall resolve such conflicts or determine a mutually agreeable process for reaching resolution or for termination under Article XII herein.

b. Pending final decision of a dispute hereunder, or pending suspension or termination of this Agreement under Article XII herein, the parties hereto shall proceed diligently with the performance of this Agreement.

## ARTICLE VII - MAINTENANCE OF RECORDS

The Government and the Sponsor shall each keep books, records, documents and other evidence pertaining to Study Costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total Study Costs. The Government and the Sponsor shall maintain such books, records, documents and other evidence for inspection and audit by authorized representatives of the parties to this Agreement. Such material shall remain available for review for a period of three (3) years following the termination of this Agreement.

## ARTICLE VIII - RELATIONSHIP OF PARTIES

- a. The parties to this Agreement will act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, or employee of the other.
- b. To the extent permitted by applicable law, any reports, documents, data, findings, conclusions, or recommendations pertaining to the Study shall not be released outside the Executive Committee or the Study Management Team; nor shall they be represented as presenting the views of either party unless both parties shall indicate agreement thereto in writing.

## ARTICLE IX - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or other elected official, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

## ARTICLE X - FEDERAL AND STATE LAWS

In acting under its rights and obligations hereunder, the Sponsor agrees to comply with all applicable Federal and State laws and regulations, including Section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Department of Defense Directive 5500.II issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

## ARTICLE XI - COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon

agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the local sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in its discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or other contingent fee.

#### ARTICLE XII - TERMINATION OR SUSPENSION

a. This Agreement shall terminate at the completion of the Study Period; provided that prior to such time and upon thirty (30) days written notice, either party may terminate or suspend this agreement without penalty.

b. Within ninety (90) days upon termination of this Agreement the Study Management Team shall prepare a final written accounting of Study Costs, which shall display disbursements by the Government of Federal funds, cash contributions by the Local Sponsor, and credits for the Negotiated Costs of the Local Sponsor. Subject to the availability of funds, within thirty (30) days thereafter the Government shall reimburse the Local Sponsor for the excess, if any, of cash contributions and credits given over fifty (50) percent of total Study Costs. Within thirty (30) days thereafter, the Local Sponsor shall provide the Government any cash contributions required so that the total Local Sponsor share equals fifty (50) percent of the total Study Costs.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

BY Michael R. Robinson  
Colonel, Corps of Engineers  
District Engineer

LOS ANGELES COUNTY  
BOARD OF SUPERVISORS

BY Joanne Sturges  
Chairman, Board of Supervisors

APPROVED AS TO FORM  
DE WITT W. CLINTON,  
County Counsel

BY Dennis M. Smith  
Deputy

Appendix A - Initial Project Management Plan

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES



ATTEST: JOANNE STURGES  
EXECUTIVE OFFICER -  
CLERK OF THE BOARD OF SUPERVISORS

Joanne Sturges  
Deputy

36 NOV 08 1994

Joanne Sturges  
JOANNE STURGES  
EXECUTIVE OFFICER

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

JOANNE STURGES  
Executive Officer -  
Clerk of the Board of Supervisors

By Joanne Sturges  
DEPUTY



**AMENDMENT NO. 1 TO THE  
AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
FOR THE  
LOS ANGELES COUNTY DRAINAGE AREA WATER CONSERVATION  
AND SUPPLY STUDY, CALIFORNIA  
SANTA FE AND WHITTIER NARROWS DAMS**

THIS AMENDMENT NO. 1 is entered into by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Los Angeles District (hereinafter the "District Engineer"), the County of Los Angeles Department of Public Works (hereinafter "LADPW"), represented by the Director of Public Works, and the Water Replenishment District of Southern California (hereinafter "WRDSC"), represented by its General Manager (LADPW and WRDSC hereinafter collectively the "Non-Federal Sponsors").

**WITNESSETH THAT:**

WHEREAS, on November 8, 1994, the Government and LADPW entered into an agreement (hereinafter the "Agreement") to study the feasibility of Water Supply and Conservation Storage in the Los Angeles County Drainage Area (LACDA) at Santa Fe and Whittier Narrows Dam in Los Angeles County, California (hereinafter the "Study") pursuant to the Energy and Water Development and Appropriations Act of 1993 (Public Law 102-377, dated October 2, 1992);

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements applicable to the Study;

WHEREAS, the Government completed the Study in 1999, which concluded that Whittier Narrows Dam could be operated for additional water conservation consistent with its authorized flood control purpose and recommended increasing the Whittier Narrows water conservation pool to elevation 209-feet NGVD;

WHEREAS, the Government and the Non-Federal Sponsors desire to update the Study to reflect current environmental resources conditions and to evaluate new alternatives that will analyze long-term re-operation of Whittier Narrows Dam for water conservation purposes;

WHEREAS, the Non-Federal Sponsors offered to accelerate their provision of funds to the Government in an amount not to exceed the current estimate of the Non-Federal Sponsors' full amount of remaining cash contributions for the Study, less any funds previously contributed, for the immediate use by the Government to prosecute the Study;

WHEREAS, the Government and the Non-Federal Sponsors agree that acceptance of the Non-Federal Sponsors' offers to accelerate use of such funds by the Government shall not represent or give rise to an obligation of the United States, including any obligation to provide reimbursement of the funds the Non-Federal Sponsors elect to provide or any obligation to request future funds to match the amount the Non-Federal Sponsors elect to provide, and that such funds will be credited against the Non-Federal Sponsors' future cost share only if additional Federal funds are appropriated; and

WHEREAS, the Parties desire to amend the Agreement to include WRDSC as a Non-Federal Sponsor for the Study.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. The Agreement title is amended by striking the current title and replacing it with the following:

"AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
AND  
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
FOR THE  
LOS ANGELES COUNTY DRAINAGE AREA WATER CONSERVATION  
AND SUPPLY STUDY, CALIFORNIA  
SANTA FE AND WHITTIER NARROWS DAMS"

2. The opening paragraph is amended by striking the existing language and replacing the following language:

"THIS AGREEMENT, is entered into by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Los Angeles District (hereinafter the "District Engineer"), County of Los Angeles Department of Public Works (hereinafter "LADPW"), represented by the Director of Public Works, and the Water Replenishment District of Southern California (hereinafter "WRDSC"), represented by its General Manager (LADPW and WRDSC hereinafter collectively the "Non-Federal Sponsors").

3. The following is added after the third WHEREAS clause of the Agreement:

"WHEREAS. The Government and the Non-Federal Sponsors entered into Amendment No. 1 to this Agreement to include WRDSC as a Non-Federal Sponsor for the Study; and".

4. Throughout the Agreement, unless otherwise specified below, all uses of the term "Sponsor" or "local sponsor" are replaced with "Non-Federal Sponsors." In addition, all

necessary grammatical changes following the new term "Non-Federal Sponsors" (i.e., "it" to "they", "has" to "have", "is" to "are", and "warrants" to "warrant") are hereby made.

5. ARTICLE I.a. is amended by adding the following sentence at the end thereof:

"The term does not include any costs of a contract for an Independent External Peer Review (IEPR) panel, if required."

6. ARTICLE II.a. is amended by striking "36 months from the date of this Agreement" on the fourth line and replacing it with "36 months from the effective date of Amendment No. 1 to this Agreement."

7. ARTICLE II.b. is amended by striking "\$2,420,000 (October 1994 price levels)" and replacing it with "\$5,150,000 (as of the effective date of Amendment No. 1 to this Agreement)", and by striking "25 percent" and replacing it with "50 percent."

8. ARTICLE II.f. is amended by striking "wishes" and replacing it with "wish" and by striking "both parties" and replacing it with "all parties."

9. ARTICLE II is amended by adding the following paragraphs at the end thereof:

"h. The Non-Federal Sponsors have offered, in writing, to accelerate a portion or all of their remaining cash contribution pursuant to paragraph b. of this Article during the Study Period for immediate use by the Government. This offer shall be limited to an amount that does not exceed the most current estimate of the total of the Non-Federal Sponsors' remaining cash contribution pursuant to paragraph b. of this Article, as determined by the Government in coordination with the Non-Federal Sponsors, less any funds previously contributed by the Non-Federal Sponsors. The Government may accept the funds, or such portion thereof as the Government determines to be necessary to meet Study Cost. If the Government elects to accept such funds, it shall notify the Non-Federal Sponsors of such acceptance in a writing that sets forth any applicable terms and conditions. In the event of a conflict between this Agreement and any such writing, this Agreement shall control. Such funds shall be used by the Government for prosecution of the Study.

i. As Federal appropriations are made available to pay the Federal share of Study Cost, the Government shall afford credit for funds provided during the Study Period in accordance with Article II.h. of this Agreement. The Government shall credit this amount, provided during the Study Period, toward the Non-Federal Sponsors' contribution of funds required by paragraph b. of this Article. If, after the final accounting at the end of the Study Period, it is determined that the Non-Federal Sponsors have provided funds in excess of their required contribution of funds pursuant to paragraph b. of this Article, the Government shall proceed in accordance with Article IV.c. of this Agreement to determine whether a reimbursement is applicable. However, if in the event of final accounting due to termination pursuant to Article XII of this Agreement prior to the end of the Study Period, it is determined that the Non-Federal Sponsors have provided funds in excess of its required contribution of funds pursuant to paragraph b. of this Article, the Government shall not refund to the Non-Federal Sponsors any such excess funds, except for any such excess funds which have not been obligated by the Government on the Study, subject to the availability of funds.



j. The Non-Federal Sponsors understand that neither execution of this Agreement nor acceptance of the accelerated funds constitutes, represents, or implies any commitment to budget or appropriate funds for this Study in the future or to match the amount of accelerated funds that the Non-Federal Sponsors elect to provide. Credit for these funds toward the Non-Federal Sponsors' cash contribution required by paragraph b. of this Article shall be provided only to the extent that additional Federal funds are appropriated for this Study, and the Non-Federal Sponsors understand that they shall not be entitled to any repayment of these funds even if the Study is not completed. Nothing herein shall represent, or give rise to, obligations of the United States."

k. If IEPR is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in the Study Cost."

10. ARTICLE IV.d. is amended by striking "either party" and replacing it with "the Government or the Non-Federal Sponsors."

11. ARTICLE V.a. is amended by deleting "and the Director for the Los Angeles County Department of Public Works" and replacing it with "Director for LADPW and General Manager for WRDSC."

12. ARTICLE VIII.a. is amended by deleting "neither party is to be considered the officer, agent or employee of the other" and replacing it with "no party shall be considered the officer, agent, or employee of the other parties respectively."

13. ARTICLE VIII.b. is amended by deleting "either party" and replacing it with "Director for LADPW and General Manager for WRDSC" and by deleting "both" and replacing it with "all."

14. ARTICLE XII.a. is amended by striking "either party" and replacing it with "Government or the Non-Federal Sponsors."

15. All other terms and conditions of the Agreement remain unchanged.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement, which shall become effective upon the date it is signed by the District Engineer.

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gail Farber  
Director

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robb Whitaker  
General Manager

U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kirk E. Gibbs  
Colonel, US Army  
Commander and District Engineer

## CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, do hereby certify that I am a Deputy County Counsel for the County of Los Angeles Department of Public Works, and the principal County Counsel for the Los Angeles County Drainage Area Water Conservation and Supply Study efforts, and that the County of Los Angeles Department of Public Works is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and County of Los Angeles Department of Public Works and Water Replenishment District of Southern California for the Los Angeles County Drainage Area Water Conservation and Supply Study, California Santa Fe and Whittier Narrows Dams, as amended by Amendment No. 1, to the Agreement and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of the Agreement, as amended, and that the person who executed Amendment No. 1 to the Agreement on behalf of the County of Los Angeles Department of Public Works acted within her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

---

CAROLE SUZUKI, ATTORNEY  
DEPUTY COUNTY COUNSEL  
COUNTY OF LOS ANGELES

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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GAIL FARBER  
DIRECTOR  
COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS

DATE: \_\_\_\_\_

## CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, do hereby certify that I am the legal representative of the Southern California Water Replenishment District and that I represent the Southern California Water Replenishment District regarding the Los Angeles County Drainage Area Water Conservation and Supply Study efforts, and that the Southern California Water Replenishment District is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and County of Los Angeles Department of Public Works and Water Replenishment District of Southern California for the Los Angeles County Drainage Area Water Conservation and Supply Study, California Santa Fe and Whittier Narrows Dams, as amended by Amendment No. 1 to the Agreement and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of the Agreement, as amended, and that the person who executed Amendment No.1 to this Agreement on behalf of the Southern California Water Replenishment District acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
DAVID ALVAREZ, ATTORNEY  
IN REPRESENTATION OF  
THE WATER REPLENISHMENT DISTRICT OF  
SOUTHERN CALIFORNIA

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

ROBB WHITAKER  
GENERAL MANAGER  
WATER REPLENISHMENT DISTRICT OF  
SOUTHERN CALIFORNIA

DATE: \_\_\_\_\_



**COOPERATIVE FUNDING AGREEMENT  
LOS ANGELES COUNTY**

This Cooperative Agreement (the "Agreement") is made and entered into this 1 day of August, 2015 ("Effective Date"), by and between the Water Replenishment District of Southern California ("WRD") and the County of Los Angeles ("County") through its Department of Public Works (collectively referred to as "Parties" or individually as "Party") for the purposes stated herein.

**RECITALS**

**WHEREAS**, the County of Los Angeles is home to approximately 10 million residents who depend on reliable sources of water; and

**WHEREAS**, two-thirds of the water supply is imported from sources outside of the region; and

**WHEREAS**, in addition to imported water, the water supply also depends on groundwater that is recharged from a variety of sources, including storm flows; and

**WHEREAS**, the County and the Los Angeles County Flood Control District ("LACFCD") engage in multiple projects which are designed to address water supply, conservation and water quality issues throughout Los Angeles County; and

**WHEREAS**, through its various projects, LACFCD conserves approximately 150,000 acre-feet of local stormwater runoff each year; and

**WHEREAS**, WRD is a special district created pursuant to California Water Code, Section 60000, *et seq.*, adopted by the California legislature in 1955; and

**WHEREAS**, WRD has operated since 1959 to protect and preserve the quantity and quality of the groundwater supplies in the Central and West Coast Groundwater Basins, which serve as the source of nearly 40 percent of the water used by the four million people overlying the WRD's 420-square-mile service area; and

**WHEREAS**, WRD's mission includes managing and safeguarding the groundwater resources of the Central Basin by ensuring its water quality and by maximizing the amount of groundwater in the basins; and

**WHEREAS**, the Whittier Narrows Dam is owned and operated by the United States Army Corps of Engineers ("USACE") and provides flood control, recreation and water conservation for Los Angeles County; and

**WHEREAS**, the Whittier Narrows Dam has provided a reliable means of capturing local stormwater flows which are later released and conserved in the LACFCD-operated Rio Hondo and San Gabriel River Spreading Grounds for groundwater replenishment purposes; and

**WHEREAS**, the County is designated as a Non-Federal Sponsor under its Agreement of November 8, 1994 with the United States of America to study the feasibility of providing additional water conservation in the Los Angeles County Drainage Area at Santa Fe and Whittier Narrows Dams in Los Angeles County; and

**WHEREAS**, in an effort to maximize the local water supply using existing infrastructure, and to provide additional space for the capture of stormwater, WRD and County wish to increase the elevation of the Whittier Narrows Conservation Pool from 201.6 feet to 205 feet; thereby increasing the ability to conserve approximately 1,100 acre-feet of additional water for recharge into the groundwater basin annually, and thereby reducing the need to rely on expensive water imported into the area from the Sacramento and Colorado Rivers; and

**WHEREAS**, the increased elevation of the Whittier Narrows Conservation Pool will work in conjunction with the recharge basin percolation enhancement and equalization projects currently being undertaken by WRD and LACFCD to provide drought relief and long-term water supply benefits to the Los Angeles region; and

**WHEREAS**, USACE desires to implement high priority water conservation projects to address the unprecedented water supply shortage condition; and

**WHEREAS**, in order to temporarily operate the Whittier Narrows Conservation Pool at the 205 foot elevation for the 2014-2015 storm season, WRD will prepare, at its expense, a Deviation Request Package (a deviation from the current 201.6 foot pool elevation) for USACE approval, and in order to permanently operate at the new elevation USACE will prepare, with local cost-share provided by WRD, an update to the Whittier Narrows Dam Feasibility Study ("Feasibility Study"); and

**WHEREAS**, County has agreed to pay the estimated cost of One Hundred Fifty Thousand Dollars (\$ 150,000.00) to USACE for its review and approval of the Deviation Request Package, and WRD has agreed to reimburse County for all such payments to USACE; and

**WHEREAS**, County has agreed to pay the estimated cost of One Million Four Hundred Thousand Dollars (\$1,400,000.00) to USACE for the preparation and processing of the Feasibility Study update, and WRD has agreed to reimburse County for all such payments to USACE; and



**WHEREAS**, any reimbursement by WRD exceeding Seventy Five Thousand Dollars (\$75,000.00) for the Deviation Request Package, and/or exceeding One Million Four Hundred Thousand Dollars (\$1,400,000.00), for the Feasibility Study update are subject to the approval of the Board of Directors of WRD; and

**WHEREAS**, County and LACFCD have no financial responsibility to provide funds to WRD or USACE for any costs related to the preparation and review of the Deviation Request Package or the Feasibility Study update other than the amounts agreed to be reimbursed by WRD herein; and

**WHEREAS**, approval from USACE to operate at the increased pool elevation in time for the 2014-2015 storm season would implement an immediate and reliable conservation vehicle to provide drought relief for the Los Angeles region, and alleviate the long-term impact on the region's groundwater supply induced by ongoing drought.

**NOW THEREFORE**, in consideration of the mutual benefits derived by WRD and County, the Parties hereby agree as follows:

**A. COUNTY AGREES:**

1. To cooperate with WRD and USACE to facilitate the processing and review of the Deviation Request Package and the update of the Feasibility Study.
2. To work to amend its agreement with the USACE to include WRD as a Non-Federal Sponsor.
3. Upon receipt of WRD deposit amounts totaling Four Hundred and Seventy Five Thousand Dollars (\$475,000) as provided in Paragraph B.4., to pay USACE up to the amount of One Hundred Fifty Thousand Dollars (\$ 150,000.00) for its review and approval of the Deviation Request Package and up to the amount of One Million Four Hundred Thousand Dollars (\$1,400,000.00) for USACE staff to begin work on the Feasibility Study Update while federal funds are being secured.
4. The County shall invoice WRD in the amount of Three Hundred Forty Thousand (\$340,000) each year for three years until WRD has fully reimbursed the County for its payments to USACE for the Deviation Request Package and Feasibility Study Update. In the event that Board of Directors of WRD authorizes additional expenditures to USACE for the completion of the Deviation Request Package or the Feasibility Study Update, the County will advance such additional amounts to USACE upon written agreement by the Parties of an acceptable reimbursement payment schedule.
5. To keep WRD apprised of project requirements and progress, and copy WRD on correspondence with USACE relevant to this cooperative effort.

**B. WRD AGREES:**

1. To take the necessary action to complete and submit the Deviation Request Package to USACE for its review and approval.
2. To contract with an environmental services consultant ("Consultant") who is experienced with United States Army Corps of Engineers projects and is familiar with the requirements for completion of the Deviation Request Package and to administer and fund the Consultant's contract.
3. To complete and submit the Deviation Request Package to the USACE in a reasonable amount of time to obtain approval to temporarily operate at the increased pool elevation by October 15, 2014, or upon receiving authorization by USACE.
4. WRD agrees that upon execution of this Agreement, WRD will deposit with the County the amount of Seventy-Five Thousand Dollars (\$75,000) to fund USACE review of the Deviation Request Package and the amount of Four Hundred Thousand Dollars (\$400,000) to be applied toward the total reimbursement amount to the County of One Million Four Hundred Thousand Dollars (\$1,400,000.00) to fund USACE preparation and processing of the Feasibility Study Update. WRD agrees to pay reimbursements to the County of Three Hundred Forty Thousand Dollars (\$340,000) annually until the total reimbursement amount due to the County under this Agreement is paid in full. WRD will provide annual payments to the County within 30 days of invoicing by the County.
5. Any requests for reimbursement in excess of the amounts stated above in section four, shall require WRD board action.

**C. IT IS MUTUALLY UNDERSTOOD AND AGREED:**

1. Term.

This Agreement is effective as of the Effective Date, and shall expire on December 31, 2019, or upon earlier termination by written notification from WRD or County. This Agreement shall be extended upon written notice by WRD that the Deviation Request Package or the Feasibility Study Update has been delayed beyond the expected date of completion for reasons beyond the control of either Party. WRD reimbursement and payment obligations survive termination of this Agreement, until satisfied in full.

2. Funding Agreement.

This Agreement is intended as a funding agreement to assist WRD in providing compensation to USACE for the preparation and review of the Deviation Request Package and the Feasibility Study Update to increase the elevation of the Whittier Narrows Conservation Pool. Nothing in this Agreement is intended to transfer liability to WRD,

LACFCD and/or the County for the manner of operation of the Whittier Narrows Conservation Pool. If the estimated USACE costs for its review of the Deviation Request Package and/or the preparation of the Feasibility Study Update provided in Paragraph 3.B. are exceeded, WRD may elect to fund any additional costs to ensure the completion of these studies under the terms of this Agreement. Subject to the approval of the Secretary of the United States Army, the United States Government shall return any unexpended funds to County. County shall then remit said funds to WRD, or with WRD's approval, utilize the funds to satisfy reimbursement amounts due from WRD to the County pursuant to this Agreement.

3. External Funding.

Parties agree to mutually support the other in seeking grant funding. Grant funding received by either of the Parties for the update of the Feasibility Study shall be applied toward reducing the local cost share as defined in the Initial Project Management Plan Los Angeles County Drainage Area Water Conservation and Supply Study, California Santa Fe Dam – Whittier Narrows Dam agreement adopted on November 8, 1994 between USACE and County.

4. Operational Requirements.

In order to temporarily operate the Whittier Narrows Conservation Pool at the 205 foot elevation for the 2014-2017 storm season, a Deviation Request Package must be completed and approved by USACE, and permanent operation at the new elevation will require an update to the Whittier Narrows Dam Feasibility Study.

5. Feasibility Study.

During authorization by USACE of a deviation from the approved water control plan, the Parties shall concurrently work with USACE to expeditiously complete an update of the Feasibility Study as required to secure the USACE's approval for a change to the long-term water control plan for the Whittier Narrows Dam.

6. Applicability of Work Results with Respect to Long-term Goal.

To the maximum extent practicable, results of work performed and materials prepared for the completion of the Deviation Request Package shall be applied toward satisfying the requirements of the Feasibility Study Update. Wherever applicable, the results and cost value of in-kind deviation request components shall be credited toward the overall work requirements, and associated local cost share requirement, for completion of the Feasibility Study Update, and toward achieving approval for a long-term operating plan. The conditions in this Section are contingent upon the USACE's decision to permit the work performed in

completion of the Deviation Request Package to be credited toward satisfying the requirements of the Feasibility Study Update.

7. Environmental Compliance.

The Parties agree that this Agreement shall serve as a cooperative agreement between the Parties to provide funding to USACE for purposes of performing feasibility and planning studies, data collection, research and resource evaluation activities. This agreement shall not form the basis of any finding of environmental liability. If USACE provides approval of the Feasibility Study Update and Deviation Request Package, any future project implementation activities will comply with all applicable laws, including but not limited to, compliance with applicable provisions of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). WRD will be the lead agency for purposes of CEQA and will comply with all requirements as such. USACE shall serve as the lead agency for purposes of NEPA.

8. Compliance with Applicable Laws.

The Parties shall comply with all laws and regulations applicable to the performance of the work hereunder. Failure to comply with applicable laws and regulations will constitute a breach of the terms of this Agreement.

9. Disputes/Choice of Law and Venue.

In the event of a dispute arising from this Cooperative Funding Agreement, the Parties agree to participate in a non-binding mediation before resorting to litigation. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.

10. Notices.

All notices provided by this Agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows:

If to WRD: Robb Whitaker, General Manager

Water Replenishment District of Southern California

4040 Paramount Blvd.

Lakewood, CA 90712

Phone: (562) 921-5521

Fax: (562) 921-6101

If to County:

Christopher Stone, Division Engineer

County of Los Angeles, Department of Public Works

Water Resources Division

900 South Fremont Avenue

Alhambra, CA 91802-146

Phone: (626) 458-6102

Fax: (626) 979-5436

11. Amendments.

This Agreement may be modified only by a writing signed by the Parties hereto.

12. Integration; Construction.

This Agreement sets forth the final, complete and exclusive expression of the Parties' agreement and supersedes any and all other agreements, representations, and promises, whether made orally or in writing with respect to the subject matter hereof. The Parties represent and warrant that they are not entering into this Agreement based upon any representation or understanding that is not expressly set forth in this Agreement. This Agreement shall be construed as the product of a joint effort between the Parties and shall not be construed against either Party as its drafter.

13. Prior Agreements.

This Agreement shall not affect the rights or obligations of the Parties contained in any other agreements formally entered into by the Parties.

14. Authority.

Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

\_\_\_\_\_  
*Signature*  
Sergio Calderon  
*Print Name*  
President, Board of Directors  
*Title*

\_\_\_\_\_  
*Signature*  
Rob Katherman  
*Print Name*  
Secretary, Board of Directors  
*Title*

**Approved As To Form:**

\_\_\_\_\_  
H. Francisco Leal, Interim District Counsel

**LOS ANGELES COUNTY**

By  
Director of Public Works

**Approved As To Form:**

**MARK J. SALADINO**  
**County Counsel**

By  
Deputy

HOA.1096760.1